

REQUEST FOR PROPOSAL FOR MICROWAVE SYSTEM NETWORK EQUIPMENT



**CITY OF SAN DIEGO
COMMUNICATIONS DIVISION
INFORMATION TECHNOLOGY & COMMUNICATIONS
DEPARTMENT**

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TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	AWARD	3
3.	PRE-PROPOSAL CONFERENCE	3
4.	SUBMITTAL FORMAT	3
5.	INFORMATION SUBMISSION	4
6.	FAVORED NATIONS	4
7.	QUANTITIES	4
8.	DELETED.....	5
9.	SPECIFICATIONS FOR MICROWAVE EQUIPMENT	5
10.	DELIVERY AND F.O.B. POINTS	16
	PART II - GENERAL PROVISIONS	16
	PART III - GENERAL PROVISIONS – REFERENCE	23
	PART IV – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)	
	REQUIREMENTS.....	24
	WORK FORCE REPORT.....	30
	MICROWAVE DEVICES PRICE SHEET – EXHIBIT A	36

1. INTRODUCTION

The City of San Diego is seeking proposals to furnish microwave radios, multiplexing, standby battery and other equipment for various City of San Diego applications as may be required for a period of two (2) years, with options to renew, at City's sole discretion, for three (3) additional one (1) year periods; not to exceed five (5) years in duration. This Request for Proposal (RFP) document will outline the City's requirements.

2. AWARD

Proposers are encouraged to propose an integrated offering, encompassing a total solution, with options, for consideration by the City. The Proposer, however, may respond to a single item or a combination of items as desired.

3. PRE-PROPOSAL CONFERENCE

There will be no Pre-Proposal Conference. Please see Section 5 for any questions related to this Request for Proposal (RFP).

4. SUBMITTAL FORMAT

For purposes of ensuring that all information is received and reviewed, it is requested that all respondents to this Request for Proposal submit their information using the following uniform format:

Identification of the Proposer

- A. Legal name and address of Proposer
- B. Legal business form of Proposer (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required under this section for each member. If corporation, identify the state of incorporation.
- C. If Proposer is a wholly owned subsidiary of a "parent company," identify the "parent company."
- D. Name, title, address, telephone number and fax number of the person to contact concerning the submittal.

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Experience of the Proposer

Describe Proposer’s experience in providing similar devices. List and describe no more than five (5) completed or in-process contracts of similar nature with name, address, fax number and phone number of company contact, project type, total value of contract, MBE/WBE participation requirements, if applicable, and Proposer’s performance against these requirements.

Organization and Key Personnel

Describe organization and identify responsibilities of key personnel that will be assigned to work with the City during the procurement and follow-on process.

Pricing

Proposals shall indicate an itemized “not-to-exceed-price” for each individual item referenced in the HARDWARE AND SERVICES PRICE SHEET section in this RFP. Proposers are encouraged to propose “tiered” quantity discounts. As an example, price A for quantities below 10, price B for 10-20 units, and so on.

Pricing quoted shall remain in effect for at least two (2) years, with options to renew for three (43) additional one (1) year periods. The Proposer shall also indicate price increases for the devices requested by the City after the initial two (2) year period. The City will evaluate any requested increase, which may only be submitted at time of option renewal, and the City reserves the right to accept or reject the increase.

Deliverables

Proposals addressing the Specifications for Wireless Devices outlined in this RFP shall include the cost as addressed in Pricing Section above, delivery time frame and any task(s) necessary to deliver the hardware devices outlined in this RFP. Equipment brochures and specification sheets (showing configuration options) for proposed items should also be included. The City welcomes the inclusion of equipment manuals related to proposed products.

Equipment Warranties

Proposals shall include warranty information for all deliverables subject to this RFP.

Equipment Repair / Replacement Requirements

The City of San Diego routinely repairs equipment to the component level. Therefore, Proposers are required to identify schematics, service manuals, parts lists including pricing and method for purchasing parts that will be provided upon award and fulfillment of contract.

Training Requirements

Proposals should include, as an option, the following:

- The details cost and availability of technical training for the after-warranty maintenance of each type/model of equipment offered under this RFP
- The details, cost and availability of prototype installation assistance and training for City installation crews installing the purchased hardware
- Other information deemed appropriate by the Proposer

5. INFORMATION SUBMISSION

Eight (8) copies of submittal information shall be delivered or received by the City of San Diego on or before 5:00 PM on July 9, 2003 to:

City of San Diego
Communications Division
Attention: Mike O'Brien
Senior Communications Engineer
1220 Caminito Centro MS23
San Diego, CA 92102

Mr. O'Brien's other contact information -- Phone (619) 525-8692; Fax (619) 525-8693;
Email -- mobrien@sandiego.gov

Detailed questions and comments regarding this RFP must be submitted in writing to the address above, or via email, which is preferred, no later than Monday June 16, 2003 at 2:00 p.m. All questions received will be answered in writing and sent to Proposers via email. Proposers should include an email address in their respective cover letters to facilitate communications of this type.

6. FAVORED NATIONS

During the term of this agreement, the most favorable price provided for the devices and services specified in this agreement to other governmental or educational agencies in the state of California shall be extended to the City. Furthermore, should the City find a lower price offered in the State of California with thirty (30) calendar days after delivery, for the same product, payment terms, delivery terms and comparable quantity as set forth in this RFP, and any applicable purchase order or suborder, the successful Proposer shall upon presentation of authentic proof of such lower price, immediately refund the difference to the City.

7. QUANTITIES

A combination of quantities of the “Categories” to be purchased will be determined once all RFP replies have been evaluated. The City reserves the right to purchase more or less of a “Category” as budget and need dictates. The City is not obliged to purchase any equipment it deems not necessary at this time. The inclusion in a proposal of any qualification or condition relating to quantities or dollar amount per purchase order may disqualify the Proposer.

8. DELETED

9. SPECIFICATIONS FOR MICROWAVE EQUIPMENT

INTRODUCTION

The City of San Diego currently operates a citywide microwave system, consisting of eleven (11) 6.7GHz hops and five (5) 18.7 GHz hops. It is the City’s desire to replace hardware (as summarized below) in this system. Proposers are encouraged to present equipment in the following categories that may be of interest to the City and will fulfill its needs as stated in the following sections.

- Category 1 Equipment: Microwave Radio
- Category 2 Equipment: Digital multiplexer
- Category 3 Equipment: Standby Batteries
- Category 4 Equipment: Synchronization Hardware
- Category 5 Equipment: Battery Charger Hardware
- Category 6 Equipment: Optional Hardware

OVERVIEW

It is intended that the proposed new digital microwave equipment shall replace existing digital microwave radios and multiplexers at locations to be defined. The new equipment will be interfaced into the existing City Digital Microwave Network. (DMN). It is undecided at this time what combination and/or quantities of radios, multiplexers and standby batteries will be replaced.

The below specifications are functional in nature, and may not necessarily list all equipment that is required to implement a digital microwave system meeting the City’s requirements. The successful proposer shall provide any equipment or special installations required by the performance specifications that may not be specifically mentioned herein without claim for additional payment.

Areas where “specifications” are detailed denote the need to interface with existing equipment. This document will detail certain requirements for these interfaces. It must be understood that the successful vendor must supply a complete, working system, which is satisfactory to the City.

EXISTING MICROWAVE NETWORK

The City currently owns, operates, and maintains two (2) loop microwave systems that are a combination of 6 GHz and 18 GHz DS-3 digital microwave radios, with lower capacity hot standby spur's connecting sites off the loop. Both the Public Safety Network and Public Service Network DMNs operate in a loop configuration. Protection of the loop in both networks is accomplished at the DS1 level using the Larus 5701 loop protection cards.

The primary users of the DMN are comprised of the Police, Fire, Paramedic, Lifeguard, and other departments of the City. All of these users require high reliability due to the nature of their public safety missions.

The current public safety microwave loop system has twenty-seven (27) DS1's active to provide service to the 800 MHz trunking system, the VHF radio channels, the digital paging system, and other City departments and functions as required. The public service microwave loop has eight (8) DS1's active supporting the VHF channels and digital paging system.

A Siemens CMS/CRT maintenance control shelf in the maintenance control center is connected via modems to each multiplexer in the DMN. This system is used to perform remote diagnostic checks of the multiplex equipment at each location. The interface speed is 1200 baud connected to a Wyse 150 terminal.

The current DMN has a stand-alone Raven order wire. The order wire is interconnected and operating on a reserved voice frequency (VF) channel in the multiplex equipment. Operation of the order wire will continue in this manner with the new microwave and multiplex equipment.

The current microwave equipment at the City microwave sites which are not to be replaced include the Andrew PL8-65D antenna, interconnected with pressurized Andrew EW-63 waveguide using Andrew 163DC connectors and a pressure window. Existing multiplexers connect directly to a DS1 jack field enabling interconnection at the DS1 level to loop switch equipment, channel bank, or other radio equipment.

SCOPE OF WORK

The City desires to receive responsive bids for digital microwave and multiplex equipment, which is to be installed on the City microwave system. City personnel will install and interface the new equipment into the existing City DMN.

The digital microwave radio and multiplex equipment bid may be either in a stand-alone or hot standby configuration. These configurations must be stated and priced accordingly. The multiplex equipment shall be equipped to provide twenty eight (28) DS1's from a single DS3. All cables, connectors, adapters, hardware and associated equipment shall be provided ready for mounting in a 19" EIA rack. Bidders are encouraged to provide pricing for complete microwave

radios inclusive of multiplex equipment and standalone digital microwave radios and separate multiplex equipment to allow flexibility in purchasing needed replacement equipment.

An RF interface connector CMR to CPR137 with 2 foot flex section shall be provided to allow the new equipment to be connected to the existing Andrew 163DC connector(s). A pressure window is installed where the interface adaptor will mate to the 163DC.

The multiplex equipment shall interface at the T1 level. All connectors, cables, and hardware required for interconnecting the multiplex to the T1 jack field wire wrap connections shall be provided. All cables for interconnecting the multiplex to the microwave radio shall be provided.

NETWORK REDUNDANCY

The existing DMN has been designed to provide redundant hot standby switch-over capability on spur paths. This level of redundancy is necessary to support a public safety system of this type.

The replacement microwave equipment shall be designed to provide for a level of redundancy such that a single point of failure in the network does not render the system inoperative. A minimum of two (2) simultaneous failures shall be necessary to cause the loss of any functions.

Equipment should be designed to meet path performance requirements of an annual two (2)-way availability of 99.999% (315 sec./yr.) using typical radio specifications defined at 10⁻⁶ BER.

ALARMS

The replacement microwave equipment shall have fault sensing circuitry that will detect transmitter/receiver, multiplex, and associated equipment failures. The equipment shall provide alarm outputs that will allow integration into the City's existing Badger alarm system. Alarm inputs to the Badger system are available at all City sites.

The vendor shall state in their proposal all internal alarm points available within the equipment and all external control input/outputs which may be utilized to remotely control equipment functions.

Remote diagnostics of the multiplex shall be provided as an output from the multiplex and will be connected via modems to the Siemens CMS/CRT maintenance control shelf in the maintenance control center. It is the intent of City to have remote diagnostics troubleshoot and monitor the equipment remotely. SNMP remote diagnostics is not a requirement but is recommended.

The vendor shall state in the proposal the remote diagnostic and control functionality available via this remote terminal.

EQUIPMENT MOUNTING

All equipment offered shall be of rack mount design for open frame 19 inch EIA racks, and shall provide ready access for servicing and adjustment. The EIA 19 inch equipment racks are either

existing, or will be provided and installed by the City.

EQUIPMENT INSTALLATIONS

The equipment provided shall include all attachments, hardware, connectors, jumpers, software, and procedures as may be required to ensure a completed installation which is in accordance with Motorola® R56 installation standards.

The vendor shall state in their bid all special tools, testing devices, extenders, and other equipment required to properly maintain the complete transmitter network in accordance with the manufacturer's maintenance and testing requirements.

The City will provide space for all equipment. The City, to a location above or below the required rack locations will supply wiring of the -48V DC power. The vendor shall provide descriptions and system drawings showing the proper installation with the delivery of the equipment.

Pricing shall include all installation hardware, brackets, fasteners, connectors, wiring ancillary devices, procedures, and services required to install and/or interface equipment and components to provide a complete operating system which fulfills the requirements of this specification.

The vendor is required to adhere to FCC Rules, all State and Local Government codes, and ordinances in all matters pertaining to the equipment supplied.

GROUNDING

All equipment shall be grounded. The primary grounding system at each site is already in place. The grounding conductors are a minimum size of 6 AWG copper wires.

EXISTING EQUIPMENT INTERFACING

The City will install all equipment and make all interconnections to City owned and vendor-supplied equipment including proposed microwave hardware. Thus, quotation of installation services is not required.

SERVICE MANUALS

The following represents the minimal information that is acceptable for a repair and service manual. With each order of equipment the Contractor shall furnish two (2) complete service manuals with each piece of equipment to a maximum of 4 manuals each.

1. Detailed step-by-step instructions for each diagnostic test procedure.
2. Anticipated causes for failure to pass each diagnostic test procedure.

3. Theory of operation.
4. Layout of all circuit boards and modules showing physical location of all components.
5. Functional block diagrams showing all data and signal paths.
6. Schematic diagrams for all circuits to the component level with all components labeled with a circuit identifier which can be cross-referenced in the parts list.
7. An interconnection diagram showing all exit and entry points for all circuit boards and modules with labeling of each pin by unique number or letter designation, along with purpose.
8. A complete parts list with circuit symbol to part number identification. List should indicate recommended source of supply and generic part number, if any.
9. All circuit boards and modules should be identified with a unique part number and recommended source of supply.
10. All software components such as E-PROMS should be identified with an order number which will include unique software requirements, such that, all parts are received ready for operation and installation.
11. Source of availability of all extender cables and boards, along with part numbers.
12. Timing diagrams showing relationships of all critical signal waveforms.
13. Pictorial representation of typical waveforms at all inputs and outputs of critical components, I.C.'s, circuit boards, and modules.
14. Control, processing, interface and peripheral equipment manuals shall contain detailed instructions describing system control, terminal operation, technical theory and repair, along with control and problem solving procedures.
15. All schematics shall include printed circuit board details of front and back, (2 sided board layouts shall be in color), normal signal and levels for all labeled test points, troubleshooting procedures and operating instructions. All such information shall be enclosed in loose leaf 8 ½ X 11 inch binders. Drawings shall be photographically reduced to fit loose leaf binders. Each manual shall contain an index of schematics, charts and diagrams, factory test procedures, signal performance values for each module and individual module test and evaluation results.
16. Drawing reproductions shall be of the ink transfer type.

TRAINING

Factory training for the supplied equipment is not mandatory but highly desirable. The

successful proposer to this Request for Proposal (RFP) should specify the amount of classroom training and hands-on training that shall be provided. The location and cost of such training shall be provided. The course content shall include the following, as a minimum:

- Vendor's documentation structure, numbering system, and configuration control system.
- Principles of digital transmission.
- Block diagram and circuit description - all units.
- Installation and turn-on procedure.
- Alignment and testing procedure.
- Trouble diagnosis to modular level.
- Unit replacement procedure.
- Operating, safety, and traffic continuity procedures.

MAINTENANCE REQUIREMENTS

All emergency parts ordered shall be shipped by overnight delivery within twenty-four (24) hours of receipt of the order unless otherwise indicated by the City. All other parts ordered will be shipped such that they arrive at the location indicated by the City within fifteen (15) working days.

It is the intent of the City to maintain the network with using City staff after the initial warranty period. The vendor Proposer shall include a list of all test equipment necessary to troubleshoot and repair the entire network to the component level. The vendor Proposer shall also include as part of the response a list of all special test equipment and software necessary for maintenance of the proposed equipment.

WARRANTY

All equipment provided by the Proposer shall be warranted against defects in material and workmanship for a minimum of two (2) years for parts and labor. The warranty period shall begin on the date of receipt of the equipment by the City from the factory. All other terms and conditions of warranty shall be provided in the bid response.
Period.

SPARE EQUIPMENT

The Proposer shall furnish to the City spare parts and modules as necessary to provide for the anticipated maintenance/replacement needs required to maintain the system for a period of twenty-four (24) months after the system warranty has expired.

CATEGORY 1. MICROWAVE RADIO EQUIPMENT

Pair of microwave radios which will constitute either a 6.7 GHz or 18GHz hop.

MICROWAVE EQUIPMENT

The microwave transmitter, receiver, and multiplex may either be integrated into one (1) compact package or supplied as individual components capable of being mounted in an EIA 19 inch relay rack. All equipment shall be capable of operating on the City - 48V DC battery plant provided at each site. Proposers will state the amount of rack space (or units) required to accommodate their proposed hardware.

All microwave transmitters, receivers, and multiplex equipment shall have internal diagnostic capability. Thus, hardware faults may be diagnosed using a local laptop computer or remotely via modem connection at the Maintenance Control Center.

NOTE: In addition to conventional microwave (RF) radios specified here, the City is also very interested in spread spectrum multi-DS1 radios to fulfill the requirements of certain limited capacity hops. The proposer is encouraged to submit a full line of these radios with whatever backup material is available. The City realizes this equipment falls into a different pricing and option category than the bulk of hardware addressed in this RFP, and is thus advised to include an overview of literature that will summarize the proposer's offerings and stimulate further conversation on this type of product.

Multiplex capabilities:

The multiplex equipment shall be equipped with twenty eight (28) DS1's active. Proposer shall articulate expansion capabilities of the proposed equipment.

Microwave Radio and Multiplex Requirements:

Mounting	19 inch EIA rack - City provided.
Duty Cycle	Continuous.
Ambient Temperature	-20° C to +50° C.
Relative Humidity	5 to 95% non-condensing.
Input Voltage	+/- 20V DC +/- 60V DC nominal - 48V DC.
Metering	Centralized metering with connected PC, and remote metering via PC
Frequency Range	5.8 to 7.125 GHz.
Frequency Stability	+/- .001% or better
Modulation Modes	10M0D7W
Receiver threshold	-76 dBm (BER 10-6).
Multiplex	Twenty Eight (28) DS1.
Alarm Points	Transmitter power, Transmitter Lo Lock, Receiver Mod Eye, Receiver Frame, Receiver squelch, synthesizer out

	of lock, over temperature, loss of required voltage supply, loss of main input power.
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FREQUENCIES

Prior to issuance of a purchase order, the exact frequencies will be known and provided to the successful vendor.

CATEGORY 2. MULTIPLEX EQUIPMENT

MX3 DIGITAL MULTIPLEXER.

Multiplexer equipment proposed will replace a 1990's vintage Siemens MLS 45 MX3 (aka Motorola Ultraport MX3 Digital Multiplexer) in configuration and functionality.

Proposed equipment must have:

- 19 inch rack mounting
- DS1 outputs to connect to a customer supplied DSX-1 cross-connect panel using wirewrap pins
- Dual redundant -48VDC power supply units.
- 28 DS1 ports, with built in 1:1 redundancy for DS1 signals at 1.544Mb/s
- 1:1 Redundancy for DS3 signals 44.736 Mb/s
- Ability for Clocking from Network or locally generated
- Standard Line Built Out for DS3, DS1 interfaces
- Advanced diagnostics & Performance monitoring
- Management interface for local or remote multiplexer configuration and performance monitoring
- Front panel alarms and external alarm contacts, w/front panel alarm cutoff switch
- All necessary cables & hardware to interface to existing microwave equipment
- Product manuals, including installation, configuration, and maintenance
- Product training course for technical staff

CHANNEL BANKS

Channel banks proposed shall be equipped for connection to existing DS1 signals and present at least 24 voice channels with E/M output. Additional configuration options should allow channel banks to provide voice channels and a portion of the same DS1 to be utilized for transport of data signals. Unit should be capable of portioning between voice and data to allow various combinations (such as 22 voice channels with 128Kbps usable for data transmission).

The following minimum circuit arrangements shall be available:

4-wire E/M, 600 ohm

2-wire E/M, 600 and 900 ohm

Data Service Unit, 2.4Kbps to 64Kbps synchronous and 2.4Kbps to 57.6Kbps asynchronous

Data Service Unit, 64Kbps to 256Kbps

2W/4W

All voice channels shall be configurable for two wire or four wire circuit connection. Proposal should state method of reconfiguration for these interfaces.

E/M

M signaling shall be configured to allow activation with ground. E signal output shall be configurable to provide ground or closure output on activation. E lead shall ability to be configured for make busy or open on carrier failure.

ADDITIONAL SPECIFICATIONS- VOICE CHANNELS:

- Transmission Levels TX: -16 to +7 dB TLP, 0.5 dB increments; RX: -16 to +7 dB TLP, 0.5 dB increments
- Audio Frequency Response 300 to 3400 Hz (+/-1.0 dB)
- 4-wire Impedance 600
- 2-wire Impedance 600 W + 2.15 uF
- RX Idle Channel Noise <20 dBnc
- TX Idle Channel Noise <20 dBnc
- Operating Temperature 0 to 50 degrees C, 95% relative humidity, non-condensing

HOT SWAP

All modules of the channel bank providing signals lower than DS1 level should be capable of replacement with power on.

TESTING AND SERVICING

Voice and data modules should be minimally capable of remote loopback, local loopback, and pattern test outputs. All modules shall have visual indication of any internal failures. Channel bank shall have connection to allow computerized diagnostics and alarm messages with a PC.

CATEGORY 3. BATTERY STANDBY EQUIPMENT

STATIONARY BATTERY SPECIFICATION

Microwave station equipment shall be powered by a -48 volt battery (standard positive ground) system. Stationary maintenance free batteries shall be sealed lead acid type with sufficient ampere-hour capacity to provide a minimum of eight hours operation following the loss of station power. The ampere-hour rating shall be based on an eight hour discharge rate.

Codes and Standards

All equipment furnished under these specifications shall conform to applicable standards of IEEE, ANSI, NEMA and UL. All Materials and devices shall be in accordance with the appropriate requirements of the Federal "Occupational Safety and Health Standards". The supplying battery manufacturer shall be ISO 9002 certified. The battery design shall be of proven technology with a minimum of 10 years of documented field experience and with world wide service support.

Design

All cells within the battery string shall be of the same manufacturer and model. The cells shall be sealed, non-spillable, valve-regulated, lead acid, absorbed glass mat separator, reduced maintenance type. Gel mat type design is not acceptable.

Cycling Characteristics

Each battery shall provide 1200 cycles to eighty percent depth of discharge (DOD) at the 8 hour discharge rate at 77 degrees F (25 degrees C). Cycle capabilities must be confirmed through independent lab testing.

Deep Discharge

Following an equalization charge, battery shall be capable of being recharged to rated capacity from a discharge down to zero volts per cell.

Float Voltage

Float voltage shall be 2.23-2.27 volts per cell at 25°C (77°F) and shall remain stable (+/- 0.05V from average) throughout the battery life. When the battery is floated at this voltage, the battery shall not require any scheduled equalization charge. If required, the equalization voltage shall be 2.30-2.35 volts per cell at 25°C (77°F).

Recombination Efficiency

Recombination efficiency shall be 99%, or greater, when operated at 25°C (77°F) and at the specified float voltages. Water additions shall not be required under normal battery operating conditions.

Recharge Rate

The battery shall be capable of a 90% recharge within 12 hours when adhering to the manufacturer defined recharging parameters.

Operating Temperatures

The battery shall be capable of operating in temperatures ranging from -40°C to +40°C. Battery shall withstand hard freezing without damage to the alloy, plates, or cell containment assembly.

Coup de Fouet

Initial voltage drop during discharge (Coup de Fouet) shall not fall below the manufacturer specified end voltage.

Life Expectancy

Cells shall have a design life of twenty years when operated in float service at the manufacturer recommended temperature and float voltages.

Gassing

No special ventilation shall be required during the battery operation. No specialized “battery room” shall be required to house the battery unit.

Battery Orientation

Battery shall have front accessible terminals with clear removable covers to facilitate visual inspections and allow ease of service.

Self-Discharge

The battery shall have a maximum self-discharge rate of 0.5-1.0% per week at 25°C (77°F).

CONSTRUCTION (Functional Description).

Plates

Valve-regulated type batteries shall be lead-acid, flat pasted-plate type with lead alloy grids. The positive grid alloy shall be constructed of MFX alloy, or equivalent, and shall be capable of deep cycle operation with low gassing, low corrosion rate, and low water loss characteristics. The negative grid shall be constructed of a lead-calcium alloy.

Separator

A low resistance absorbent microporous glass fiber mat to immobilize and retain the battery electrolyte shall separate the positive and negative plates. The positive plate shall be individually wrapped, allowing maximum active material utilization. The separator shall be compressed sufficiently to maintain separator to plate contact throughout the life of the cell.

Electrolyte

The electrolyte shall be introduced to the cell through a computer controlled fill-by-weight process with a deviation not to exceed +/- 1.00 percent. The electrolyte specific gravity of a fully charged cell shall be 1.310 +/-0.010.

Posts

The cell posts shall have a threaded integral solid copper insert to directly accept the intercell connector bolt. Post seals shall be formed by either (1) fusing the lead bushing to the lead post or (2) by utilizing the same heat seal method incorporated into the jar/cover seal. The cell post

shall be designed to carry a one (1) minute current rating without damage.

Container and Cover

Valve-regulated cell containers shall be impact and heat resistant polypropylene, or equivalent, with a water vapor permeability coefficient less than 4.43×10^{-9} . The cover should be attached to the container using a heat based double-sealing process. The heat seal bead shall be smoothed to increase the cover-container bond strength.

Optional: Fire Resistant Container/Cover

Container and cover shall be constructed of fire resistant materials conforming to UL-94 V-0 class requirements and shall have a Limited Oxygen Index (L.O.I.) of 28% or greater.

Pressure Relief Valve

Each cell shall have a self-resealing safety valve that operates under a nominal pressure of 6 P.S.I. (maximum of 10 P.S.I.). A flame arrester shall be incorporated in the valve design. The valve assembly shall be removable and replaceable.

Housing

Cells shall be housed in a protective modular 12 gauge steel tray that provides thermal management attributes. Each cell shall be compartmentalized to maintain consistent compression throughout the life of the battery, *and to simplify single cell removal and replacement*. The trays shall facilitate the direct dissipation of heat and provide structural integrity for the operating battery. The trays shall maintain cell compression without requiring adjustments by the user. Tray/Cell Assembly must be capable of being stacked up to (10) units high. No separate racks shall be required.

Floor Supports

The standard battery support structure shall be constructed of steel I-beams. The supports shall facilitate easy assembly, provide an effective means to elevate and anchor the battery assembly to the floor.

Optional: Modular steel trays shall be supported by a non-conductive, floor mounted pedestal system. The floor supports shall be designed to electrically insulate the battery stack from the floor.

Product Identification Label

Each battery shall have a self adhering label identifying the product manufacturer, model and nominal Amp/Hour capacity. The label must be readily visible from the front of the battery.

RATINGS/TESTING

Each battery shall be rated to meet the performance criteria as indicated.

Capacity Testing

Each cell shall be capacity tested at the manufacturing facility and shall be required to meet a minimum of 90% of the published 8 hour rate prior to shipment. For each battery, battery performance tables and curves shall be submitted with the project proposal.

The curves may be obtained by test or by calculation. For complex load profiles, an IEEE sizing calculation shall be provided.

Leak Detection

Integrity of the container and post seals shall be verified using an automated helium leak detection process at a 10 P.S.I. pressure differential.

Duty Cycle Verification

After an equalizing charge per IEEE 1188, and with the battery charger(s) disconnected, the battery shall be capable of supplying the duty cycle specified. The voltage throughout the duty cycle shall not be less than the final string voltage specified.

Seismic Requirements

Cells shall be packaged in steel modules that are U.B.C. Seismic Zone IV qualified when stacked horizontally (up to 8 high). Each module shall hold 3 or 6 cells that are orientated horizontally to facilitate maintenance, cell removal, or replacement.

ACCESSORIES

Each battery shall be furnished with the following accessories:

- The necessary intercell and intermodule connectors and terminal plates. The connectors shall be lead-tin plated copper and shall include stainless steel hardware.
- Module lifting straps
- No-Ox-Id grease
- One set of numerals (one numeral per cell) suitable for permanent attachment to cells
- Assembly drawings
- Material Safety Data Sheets
- Each module shall include an easily removable transparent “snap on” safety shield to cover all electrical connections
- Shims for battery leveling

CONNECTOR BOLT TORQUE

Battery installation and maintenance manuals shall include the manufacturer’s recommended torque for connector bolts.

INSTALLATION

Manufacturer to provide a minimum of one (1) complete set of installation and maintenance manuals with the battery. The Instruction manual shall provide a detailed description of the battery installation procedure. The battery shall be installed as indicated on the assembly drawings and as specified in the accompanying instruction manuals.

WARRANTY

The manufacturer shall provide a one year full warranty covering battery repair and replacement. The balance of the warranty shall be pro-rata.

RECYCLING SERVICES

The manufacturer must provide worldwide recycling services to properly dispose of spent lead-acid batteries. These services must include proper instructions for the packaging, transportation, and beneficial recycling as required for to meeting E.P.A. guidelines (or other applicable agencies) for the safe handling of lead-acid batteries. Documentation of disposal must be provided upon request.

CATEGORY 4 – SYNCHRONIZATION HARDWARE

SYNCHRONIZATION TIMING SYSTEM

The proposed timing system will derive primary references from a Stratum 1 clock via a framed DS1 or from a GPS signal to be used for primary reference. The proposed timing system is intended for central office use featuring modular card expansion redundancy, fault tolerant high-speed back-plane, and multiple layers of backup mechanisms. The system equipment will be designed for installation into standard 19 inch relay racks. The timing system will provide independent power sources for each plug-in module. These power sources will operate from a -48VDC source.

Software within the timing system clocks should be specifically designed to provide high reliability with a minimum of operator intervention. The timing system will have parallel peer redundant clocks. Timing system circuit card switch settings and operating functions will be software provisioned for system application changes, testing, and monitoring.

The timing system should be flexible and cost-effective for Stratum 1, Stratum 2E, and Stratum 3E timing for digital transmission and synchronization applications. The system will provide a redundant and jitter-free source of framed ones and composite clock and is synchronized to an equal or higher stratum framed reference source.

The system should be capable of supplying up to 100 timing outputs (or more with extension shelves) for use in digital cross-connect systems, channel banks, as well as other equipment requiring network synchronization. Optional modules should include a GPS Stratum 1 track and Stratum 2E hold or Stratum 1 track and Stratum 3E hold card with integral GPS receiver, and a Composite Input Signal card.

SYNCHRONIZATION DISTRIBUTION – TIMING SIGNAL GENERATORS

The timing system should be capable of providing the following outputs:

- DS1
- E1
- 64K/8K Composite Clock
- CCITT G.703 2.048 MHz
- EIA/TIA RS-422 1544 and 8 KHz square wave
- 5/10 MHz
- 3.24 MHz

DOCUMENTATION & TRAINING

The timing products are to be shipped with printed product practices/manuals. Documentation should include the following:

- Complete description of the product technical specification
- Detailed installation requirements and instructions
- Operational instructions and considerations
- Maintenance instructions
- Warranty and repair information

Technician training courses will be offered to allow a technician to install, operate and maintain the proposed timing systems.

CATEGORY 5 EQUIPMENT: BATTERY CHARGER HARDWARE

Proposers are encouraged to submit their offerings for high-quality microwave system battery chargers. The City will evaluate the offerings against the following charger specification.

Each battery charger shall provide sufficient current output to supply the complete station load requirements and simultaneously charge a fully discharged battery to full capacity in 24 hours. The battery chargers shall be designed for battery eliminator operation and forced load sharing for parallel operation. Chargers should be completely redundant. The battery charger should be designed to operate over a temperature range of -20 to +65 degrees Celsius. The battery chargers shall be rack mounted in EIA 19 inch equipment racks. The chargers should be configured to operate from 240 volt single phase AC power operation. The battery chargers shall contain a two pole AC circuit breaker, DC circuit breaker, 2% or greater accuracy DC voltmeter and DC ammeter, current limiting and high voltage shutdown circuitry, continuous float and equalization voltage adjustment. Equalization shall be automatic with selectable manual override. The chargers shall have alarm points for AC power failure, high DC voltage, low DC voltage, low current, and high voltage shutdown. The chargers shall maintain the DC output

voltage to within +/- 0.5% from no load to full load with a +/-10% variation in the AC input voltage. Filtered output shall provide less than 30 mV RMS. Electrical noise shall be limited to 26 Dbrn-c.

CATEGORY 6 EQUIPMENT -- OPTIONAL HARDWARE

Although not required under this RFP, Proposers' are encouraged to offer additional microwave hardware that Proposer feels may be of interest to the City for replacement and/or maintenance needs.

10. DELIVERY AND F.O.B. POINTS

Equipment shall be shipped and/or delivered to City of San Diego, Communications Division, Reference Purchase Order Number, 1220 Caminito Centro, San Diego, CA 92102. The delivery point will be also specified on each individual purchase order, with not more than one (1) delivery point per order. All shipments made from the contracts issued here are to be F.O.B. Destination, whether such shipments are made from the Proposer's plant or "drop shipped" direct from another vendor. All prices quoted by the Proposer shall include all freight, insurance, transportation, and handling charges.

PART II - GENERAL PROVISIONS

Please Read Carefully These Provisions Are a Part of Your Proposal and Any Contract

Pursuant to the Notice to Proposers advertised in the official City of San Diego (City) publication, the specifications, proposal instructions, and requirements on file with the City Clerk, and the conditions of the General Provisions herein, and subject to all provisions of the Charter and Ordinances of the City of San Diego, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services herein mentioned or described. The person signing the proposal further warrants that this proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm, or corporation not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure any advantage over the Proposers.

In submitting this proposal, the Proposer agrees that:

- A. Proposer has carefully examined the specifications, and all provisions relating to the items to be furnished or the work to be done attached herewith and made a part of this proposal, and has understood the meaning, intent, and requirements thereof and agrees to same; and
- B. Proposer will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of San Diego specifications therefore, for the prices quoted.

1. Purchasing Agent Reference

**Linda Baldwin
Purchasing Agent
City of San Diego
Civic Center Plaza
1200 Third Ave, Suite 200
San Diego, CA, 92101-4195.**

2. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; the person signing the proposal must initial corrections in ink. Proposals shall indicate the unit price extended to indicate the total price for each item proposal.

Any difference between the unit price correctly extended and the total price shown for all items proposal shall be resolved in favor of the unit price, except when the Proposer clearly indicates that the total price for all items proposal is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire proposal.

3. Deleted

4. Items Offered:

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the proposal. If the Proposer proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, Proposer must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the proposal form, it will be deemed that the item offered is that designated even though the proposal may state "or equal".

5. Samples:

Samples, when required, shall be furnished prior to proposal closing date and time or within time specified in the proposal. The City reserves the right to reject proposals submitted without the required samples, and to require samples for alternate proposals or items offered as "equals".

6. Alternative Proposals:

To be responsive to the proposal, Proposer must submit a proposal that meets all specific requirements. Proposer may propose "equals" as provided for in accordance with Item 8 of these General Provisions.

Once Proposer has proposed a product which is responsive to the specification, Proposer may thereafter include with the proposal any additional proposals or alternative products that are not "equals" but that Proposer believes can or may meet or exceed City's requirements and that offer City additional advantages or benefits based on the state of the art that were not or could not be contemplated by City when the requirements were prepared. City reserves the right to evaluate and accept or reject such alternatives as though they were part of the original specifications without advertising for further

proposals or to re-advertise based on such proposed state of the art alternatives when in the best interests of the City. Any awards so made will be based on cost analysis considerations that result in the optimum economic advantage to the City.

7. Expiration of Proposal:

All proposals shall be considered as firm for a period of sixty (60) calendar days, commencing the day following the date of proposal closing and expiring at midnight of the last day, unless otherwise stated in the body of the solicitation. The Proposer may specify a date his/her proposal expires, provided the date is specific and is entered on the first page of the Proposal or Request for Quotation.

8. Brand Names:

Whenever reference to a specific brand name is made in this proposal, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. Prior to the City's award of a contract, Proposer may offer an equivalent ("or equal") subject to testing and evaluation by the City. The City reserves the sole right to reject a substituted component that will not fulfill requirements. It shall be the sole responsibility of the Proposer to provide at Proposer's expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing, or evaluation at qualified test facilities, at Proposer's expense, including destructive testing may be required as a condition of acceptance.

9. Verify Quotations:

Verify your price quotations before submission of your proposal, as withdrawal or correction may not be permitted after the proposal has been opened.

10. Delivery:

- A. Proposer shall state delivery terms on the Proposal Form unless already specified, in which case delivery shall be made within the time set forth. Where time is stated in a number of days, it shall include Saturdays, Sundays, and holidays. Delivery is part of the consideration and must be adhered to as specified.
- B. Proposer will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other causes beyond his/her control, provided a written extension of time is obtained from the City Manager.

11. Firm Prices:

Prices on proposal shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the proposal shall not be considered. In the event of a decline in market price(s) below the price(s) proposal the City of San Diego shall receive the benefit of such decline.

12. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of proposal. A proposal may also be withdrawn in person by a Proposer, or Proposer's authorized representative, prior to the exact hour and date set for receipt of proposals. Telephone withdrawals are not permitted (however, see paragraph 13).

13. Late Proposals and Modifications or Withdrawals:

(a) Proposals and modifications of proposals (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due solely to delay in the mails for which Proposer was not responsible; or (3) if submitted by mail, it is determined by the City that the late receipt was due solely to mishandling by the City after receipt, provided that timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful proposal, which makes the terms of the proposal more favorable to the City, will be considered at any time it is received and may thereafter be accepted.

(b) The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the Proposer furnishes evidence from the post office station of mailing which establishes an earlier time.

14. Mistake in Proposal:

(a) If the Proposer discovers a mistake in proposal prior to the hour and date specified for receipt of proposal, Proposer may correct the mistake by modifying or withdrawing the proposal in accordance with Items 12 and 13 above.

(b) If within seventy-two (72) hours of the proposal closing and prior to the issuance of a purchase order or a contract, the apparent low and best Proposer discovers a mistake in proposal of a serious and significant nature which is unfavorable to Proposer, Proposer may request consideration be given to modifying the proposal if it remains the lowest proposal or to withdrawal of the proposal if the result of the correction of the mistake makes another Proposer lowest and best Proposer. The mistake must be evident and provable.

The right is reserved by the City to reject any and all requests for correction of mistakes in proposals received after the hour and date of the proposal closing. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for correction of proposals.

- (c) A MISTAKE IN PROPOSAL CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.

15. Deleted

16. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the Proposer as such. It will be protected and treated with confidentiality only to the extent permitted by State law concerning public information. Otherwise the information shall be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the proposal or contract record. Proposer shall submit a self addressed-stamped envelope with sufficient postage for any such return.

17. Signature:

All proposals must be signed with the firm name as indicated. A duly authorized officer, employee or agent, with his/her title, must sign a proposal by a corporation. An original signature is required. Copies are not acceptable.

18. Quality:

Unless otherwise required in the specifications, all goods furnished shall be NEW and the BEST OF THEIR KIND.

19. Litigation Warranty:

The Proposer, by proposing, warrants that Proposer is not currently involved in litigation or arbitration concerning the materials or Proposer's performance concerning the same or similar material to be supplied pursuant to this contract or specification, and that no judgments or awards have been made against Proposer on the basis of Proposer's performance in supplying or installing the same or similar material, unless such fact is disclosed to the City in the proposal. Disclosure will not disqualify the Proposer. The City reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration and to require Proposer to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by the City of San Diego in a sum equal to 100 % of the contract price conditional on the faithful performance by Proposer of the contract in the event the proposal is awarded to Proposer, notwithstanding the litigation or arbitration.

20. Royalties, Licenses and Patents:

Unless otherwise specified, the Proposer shall pay all royalties, license, and patent fees. The Proposer warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions, and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Proposer or those furnishing material to Proposer pursuant to this contract.

21. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

22. Warranties:

- A. All material, labor, or equipment provided under the contract shall be warranted by and/or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment, which will be warranted for a minimum 12,000 miles or twelve (12) months, whichever occurs first. Greater warranty protection will be accepted. Proposer on the proposal as an exception must indicate lesser warranty protection.
- B. Proposer shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by Proposer under this proposal or award, irrespective of whether Proposer is an agent, broker, fabricator or manufacturer's dealer. Proposer shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. City may require Proposer to post a performance bond after contract award to guarantee performance of these obligations. Proposer may establish a service contract with a local agency satisfactory to City to meet this obligation if Proposer does not ordinarily provide warranty service.

23. Addenda:

The effect of all addenda to the proposal documents shall be considered in the proposal, and said addenda shall be made part of the proposal documents and shall be returned with them. Before submitting a proposal, each Proposer shall ascertain whether or not any addenda have been issued, and failure to cover in this proposal any such addenda issued may render the proposal invalid and result in its rejection.

24. Specifications to Prevail:

The detailed or specific requirements of the specifications shall supersede any specific requirement of these General Provisions that are in conflict therewith.

25. Faithful Performance Bond:

The successful Proposer may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of San Diego, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to 25% of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event the Proposer receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

26. Taxes:

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the amount proposed. However, tax is to be added by the successful Proposer to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of proposals.

27. Award of Contract:

- A. Proposals will be analyzed and award will be made to the lowest and best responsive and responsible Proposer whose proposal conforms to the solicitation and whose proposals is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but not limited to: Proposer's past performance, total unit cost, economic cost analysis, life cycle costs, warranty, and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- B. The City reserves the right to reject any item or items therein; to waive informalities, technical defects and minor irregularities in proposals received; and to select the proposal(s) deemed most advantageous to the City. The City will, however, consider proposals submitted on an "all or nothing" basis if the proposal is clearly designated as such.
- C. The City reserves the right to award one (1) or more contracts on the proposals submitted, either by award of all items to one Proposer or by award of separate items or groups of items to various Proposers as the interests of the City may require, unless the Proposer clearly specifies otherwise in his proposal.
- D. For the purpose of evaluating proposals for multiple awards, the sum of seventy-five dollars (\$75.00) is considered to be the administrative cost to the City for issuing and administering each contract awarded under this solicitation, and individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.
- E. Upon acceptance by the City of San Diego, the solicitation, proposal, or price quotation and a purchase order issued to the successful Proposer within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished as described in the proposal and in strict conformity with all instructions, conditions, specifications, and drawings contained in the complete contract.

28. Deleted

29. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City (Attn: Purchasing Division) within ten (10) days following award or date of request by City, whichever is later. Any failure to comply may result in proposal being declared non-responsive and rejected, and/or at City's option the proposal bond will be attached for damages suffered.

30. Purchase Orders:

All goods and services will be ordered by means of a Purchase Order. (THE CITY WILL NOT BE RESPONSIBLE FOR ARTICLES OR SERVICES FURNISHED WITHOUT A PURCHASE ORDER.)

31. Discounts:

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise

specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.

- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office by the City of San Diego, California, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

32. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

33. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Unit delivery and acceptance, and after any rejection, risk of loss will be on the Proposer unless loss results from negligence of the City.

34. Lost and Damaged Shipments:

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the Proposer. The City has no obligation to accept damaged shipments and reserves the right to return at the Proposer's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

35. Late Shipments:

Proposer is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

36. Compliance with Industrial Safety Codes:

All equipment furnished shall, where applicable, conform to the Safety Orders of the California Division of Industrial Safety.

37. Inspection of Repairs by City:

Whenever City is obligated to reimburse Proposer for repairs to leased equipment, Proposer must notify the City representative and allow inspection of damaged components before closing up casings or engines. No billings for repairs will be accepted in the absence of compliance with this provision, unless waived in writing by City.

38. Waiver:

The failure of the City to enforce a particular condition or provision of any contract awarded hereunder shall not constitute a waiver of that provision or condition or its enforceability by the City.

39. Consequences of Violations of Law Regarding Anti-Competitive Business Practices or Unfair Trade Practices:

Any acts or omissions of Proposer in violation of federal, state, or municipal law, the City Charter, or City policies and regulations regarding anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment or similar violations creating an unfair influence on the public proposal and award process pertaining to this contract or proposal may void this contract. In addition to all other remedies or damages allowed by law, Proposer shall be liable to City for all damages City thereby suffers or incurs, including costs for substitute performance, and shall be subject to debarment.

40. Conflict of Interest:

No City employer or member of the employee's immediate family or elected or appointed member of City government may participate directly or indirectly in the procurement process pertaining to this proposal if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with Proposer.

The Proposer warrants to the best of his knowledge that the submission of the proposal will not create such conflict of interest. In the event such a conflict occurs, the Proposer is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and Proposer may be subject to damages and/or debarment or suspension.

41. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of San Diego are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager.

42. City Provisions to Prevail:

Except as specified in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of Proposer submitted by Proposer shall not be acceptable to City unless expressly assented to by City by separate document. The City reserves the right to reject Proposer's proposal as non-responsive, to consider the proposal without Proposer's standard terms and conditions or to require Proposer to delete reference to such a condition of evaluation or award of the proposal. If after award of contract, Proposer (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be

considered void and City may require deletion thereof as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California commercial Code shall apply.

43. Amendments and Modifications:

The Purchasing Agent may at any time, by a written order, and without notice to the sureties, make a MODIFICATION to the contract or an amendment to the Purchase Order, within the general scope of this contract, in; (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of, this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the Proposer for adjustment under this clause must be asserted within thirty (30) days from the date of Proposer's receipt of the notification; provided that the Purchasing Agent, if he/she decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of these provisions entitled "Disputes." However, nothing in this clause shall excuse the Proposer from proceeding with the contract as changed.

44. Disputes:

Except as otherwise provided ~~in this contract~~, any dispute concerning a question of fact arising under a resulting contract which is not disposed of by written agreement shall be decided by the Purchasing Agent, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Proposer. The decision of the Purchasing Agent shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Proposer mails or otherwise furnishes to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager, or his/her duly authorized representative for the determination of such appeals, shall be final and conclusive. In connection with any appeal proceeding under this clause the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Proposer shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

45. Termination for Default:

(a) The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Proposer terminate the whole or any part of the resulting contract in any one of the following circumstances:

- (1) If the Proposer fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (2) If the Proposer fails to perform any of the other provisions of the resulting contract, or fails to make progress as to endanger performance of the resulting contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) days after receipt of notice from the Purchasing Agent specifying such failure.

- (3) If the Proposer materially breaches any provision of the resulting contract.
- (b) In the event the City terminates the resulting contract in whole or in part as provided in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and the Proposer shall be liable to the City for any excess costs for such similar supplies or services; the Proposer shall also continue the performance of the resulting contract to the extent not terminated under the provisions of this clause.
- (c) The Proposer shall not be liable for any excess costs if the failure to perform the resulting contract arises out of causes beyond the control and without the fault or negligence of the Proposer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Proposer.
- (d) If, after notice of termination of the resulting contract under the provisions of this clause, it is determined for any reason that the Proposer was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Proposer shall be the same as if notice of Termination for Convenience had been issued pursuant to such clause.

46. Termination for Convenience:

The Purchasing Agent, by written notice, may terminate the resulting contract, in whole or in part, when it is in the best interest of the City. If the resulting contract is for supplies and is so terminated, the Proposer shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that the resulting contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of the resulting contract for the actual services rendered to the effective date of termination.

47. Examination of Records:

- (a) If the resulting contract exceeds five thousand dollars (\$5,000), the Proposer agrees that the City Auditor and Comptroller of the City of San Diego, CA, or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under the resulting contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Proposer involving transactions related to this contract.
- (b) The Proposer agrees to include the clause in (a) above in all his subcontracts hereunder, except Purchase Orders not exceeding five thousand dollars (\$5,000).

48. Debarment or Suspension:

After reasonable notice to the person or business and reasonable opportunity for that person to respond, the Purchasing Agent, after consulting with the City Attorney, may recommend

to the City Council that the person or business be debarred or removed from consideration for award of contracts. The debarment or suspension shall be for a period of not more than three (3) years. Causes for debarment include:

- (a) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a City Proposer.
- (b) Violation of contract provisions of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action, including:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Proposer shall not be considered to be a basis for debarment;
 - (3) Two (2) or more claims of computational error in proposal submission within a two (2) year period.
- (c) Any other cause the Purchasing Agent in consultation with the City Attorney deems to be so serious and compelling as to affect responsibility as a City Proposer, including debarment by another governmental entity.

A Proposer may be permanently debarred for the following causes:

- (1) Violation of City Charter Section 97 regarding collusion in the proposal process.
 - (2) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a contract or subcontract with the City of San Diego or in the performance of such contract or subcontract.
 - (3) Conviction under State or Federal antitrust statutes arising out of the submission of proposals or proposals.
- (d) Permanent debarment by another governmental entity.

49. Labor Practices:

The Proposer shall comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.

50. Insurance:

Unless otherwise provided, Proposer shall cause City to be named as an additional insured on liability and/or products liability insurance concerning Proposer's performance, products, or equipment in amounts, scope and duration as may be required by the

Purchasing Agent. Proposer shall provide evidence of Workers' Compensation Insurance covering employees. Insurance requirements (types of insurance and minimum coverage amounts, etc.) are available online at www.sandiego.gov/purchasing/vendor/insurance.shtml or via request from the Purchasing Division by calling (619) 236-6000. By signing, authorizing and submitting the proposal, the Proposer acknowledges that they have read and understood the insurance requirements; acknowledge that the insurance requirements are incorporated herein and as part of the proposed proposal; certify that they have the minimum insurance coverage amounts in place now and will maintain same throughout the duration of the resulting agreement; that any subcontractor agreements for this proposal/proposal requires the same insurance coverage and minimum policy amounts that Proposer must maintain; and Proposer has verified subcontractor's insurance coverage and policy amounts.

51. Indemnification:

Proposer agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Proposer's employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Proposer and its agents, officers or employees in performing the work or services or supplying the materials or equipment herein, and all expenses of investigating and defending against same; provided, however, that Proposer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees. This shall not prejudice the right of the City to appear in such suit, participate in the defense and take such actions as may be necessary to protect the interests of the City.

52. Equal Opportunity Policy:

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age in the award of contracts.

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Agent is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. If a lease is canceled, the events of default will occur as described in the lease and/or Item 45 of these General Provisions. The City has no monetary obligation in event of termination or reduction of a term contract since

such contracts represent estimated quantities and are not funded as a contract except to the extent of the Purchase Orders already issued.

54. Proposal Results:

Successful Proposers will be notified in writing and/or via email of their selection by the City for this RFP. Due to time constraints, proposal results **cannot** be given out over the phone.

PART III - GENERAL PROVISIONS – REFERENCE

The City of San Diego General Provisions (Form PA-962B), on file in the Purchasing Division, shall form a part of this quotation and any resulting contract. In submitting this quotation, the Proposer agrees that Proposer has carefully read and acknowledges said General Provisions as part of this quote. The City of San Diego's General Provisions are available at no charge at the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101-4195.

1. Definition of Contractor

For the purpose of Part III – General Provisions – Reference, Contractor means a Proposer who was selected and awarded a contract to provide goods and services to the City as a result of this RFP.

2. Request for Taxpayer Identification Number

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a proposal being declared non-responsive and rejected.

3. Audit and Inspection of Records

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

3. Assignment of Contract

Contractor shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

4. Drug-Free Workplace Policy

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing, authorizing and submitting the proposal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this proposal/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this proposal/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

5. Americans with Disabilities Act

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally-mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

6. Equal Employment Opportunity

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

7. Nondiscrimination in Contracting

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This

language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464

PART IV – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) REQUIREMENTS

1.1.1.1. Definition of Consultant

For the purpose of Part IV – Equal Opportunity Contracting Program, Consultant means a Proposer who was selected and awarded this contract to provide goods and services to the City as a result of this RFP.

2. City's Equal Opportunity Commitment

The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

3. Nondiscrimination in Contracting Ordinance

All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

- (a) Proposal Documents to include Disclosure of Discrimination Complaints. As part of its proposal, Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- (b) Contract Language. The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- (c) Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

3. Equal Employment Opportunity

Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- (a) Work Force Report. If a *Work Force Report* (Attachment AA attached hereto and incorporated herein) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.

(b) Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:

- (1) The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work.
- (2) A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions.
- (3) Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
- (4) The Consultant reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
- (5) The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
- (6) The Consultant documents and maintains a record of all proposal solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations.
- (7) The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
- (8) The Consultant disseminates its EEO Policy to union and community organizations;
- (9) The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
- (10) The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;

- (11) The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
- (12) The Consultant encourages all present employees, including people of color and women employees, to recruit others;
- (13) The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
- (14) The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
- (15) The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
- (16) The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
- (17) The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
- (18) The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant-community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

4. Equal Opportunity Contracting

Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

(a) Subconsultant Participation Level

- (1) Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women

Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.

- (2) While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- (b) Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB attached hereto and incorporated herein) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

5. Demonstrated Commitment to Equal Opportunity

The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- (a) Proposers are required to submit the following information with their proposals:

- (1) Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
- (2) Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
- (3) Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
- (4) Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- (b) Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

- (1) Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
- (2) Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three years.
- (3) Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
- (4) Community Activities. Proposer's current community activities.

6. List of Subconsultants

Consultants are required to submit a *Subconsultant List* with their proposal.

- (a) Subconsultants List. The *Subconsultant List* (Attachment CC attached hereto and incorporated herein) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

- (1) Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

- (b) Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

7. Definitions

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "Women Business Enterprise" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "Disadvantaged Business Enterprise" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party (ies). In the case of a publicly-owned business, at least fifty-one percent

(51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified “Disabled Veteran Business Enterprise” (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

“Other Business Enterprise” (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

8. Certification

(a) The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

- (1) Current certification by the City of San Diego as MBE, WBE, or DBE;
- (2) Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
- (3) Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

(b) DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060.

9. List of Attachments

AA - *Work Force Report*
BB - *Subconsultants List*
CC - *Contract Activity Report*



THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING
1010 SECOND AVENUE, SUITE 500
SAN DIEGO, CA 92101

PHONE (619) 533-4464 • FAX (619) 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Proposer/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company:

ADA/DBA:

Address (Corporate Headquarters, where applicable):

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ - _____ Fax Number: () _____ - _____

Name of Company CEO:

Address (es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address:

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ - _____ Fax Number: () _____ - _____

Type of Business: _____

Type of License: _____

The Company has appointed:

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address:

Telephone Number: () _____ - _____

Fax Number: () _____ - _____

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of

(Firm Name)

(County)

(State)

hereby certify that information provided herein is true and correct. This document was executed on this day of _____, 20____

(Authorized Signature)

(Print Authorized Signature

Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|------------------------------------------------------|----------------------------------------------------|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African- America n		(2) Latino		(3) Asian		(4) America n Indian		(5) Filipino		(6) Caucasi an		(7) Other Ethniciti es	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														

Transportation and Material Moving													
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*													

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN													
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GRAND TOTAL ALL EMPLOYEES	
---------------------------	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE
DISABLED:

DISABLED													
----------	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS													
VOLUNTEERS													
ARTISTS													

SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED

**For information only.* As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

***For information only.* As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program* (EOCP) no later than thirty (30) days after the close of each quarter.

PROJECT: _____ PRIME CONTRACTOR: _____

CONTRACT AMOUNT: _____ **INVOICE PERIOD:** _____ **DATE:** _____

Include Additional Services Not-To-Exceed Amount

Prime Contractor Total:							
Contract Total:							

Completed by _____

MICROWAVE DEVICES PRICE SHEET – EXHIBIT A**COMPANY NAME** _____

EQUIPMENT	MODEL/MAKE	UNIT PRICE	TOTAL PRICE
Category 1 Equipment: Microwave Radio			
Category 2 Equipment: Digital multiplexer.			
Category 3 Equipment: Standby Batteries			
Category 4 Equipment: Synchronization Hardware			
Category 5 Equipment: Battery Charger Hardware			
Category 6 Equipment: Optional Hardware			
Optional Training and Services for above			

NOTES

- 1) Tiered quantity pricing of units may be shown with expanded Pricing Sheet.
- 2) Exact configuration of Pricing Sheet not important as long as information is clearly shown.